EXHIBITS

List of Exhibits

- Exhibits "A-1" and "A-2": Michelle Cox's September 14, 2007 letter* 1.
- 2. Exhibit B: Evaristo and Alicia Calzada's August 17, 2007 letter*
- Exhibit C: Cox's Association Rules and Regulations 3.
- Exhibit D: Cox's Association Bylaws 4.

^{*}Exhibits have been previously submitted to the Court and are attached here for convenience only. Exhibits A-1 and A-2 were submitted with Plaintiffs' class certification motion. Exhibit B was submitted with Plaintiffs' motion for leave.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE AND DEMAND FOR POSSESSION

DATE:

September 14, 2007

TO:

Michelle Cox

and All Unknown Occupants 2234 S. Goebbert Road, Unit 216 Arlington Heights, IL 60005

SUBJECT:

The Sanctuary of Arlington Heights Condominium Association

THIS IS YOUR NOTICE pursuant to Sec. 9-102, et seq. of the Illinois Code of Civil Procedure that as of September 12, 2007, the records of the Association indicate that you are in default of your ongoing obligation due to The Sanctuary of Arlington Heights Condominium Association in the sum of \$766.70 for your proportionate share of the expenses of administration, maintenance and repair of the common elements/areas and other expenses lawfully agreed upon due and owing at least in part since August 2007, as well as the sum of \$210.62 in legal fees and costs in attempting to collect this account, for a total sum of \$977.32. UPON EXPIRATION OF THIS NOTICE, THE ASSOCIATION HEREBY DEMANDS POSSESSION OF THE FOLLOWING DESCRIBED PREMISES situated in the City/Village of Arlington Heights, County of Cook, State of Illinois and commonly known as: 2234 S. Goebbert Road, Unit 216, Arlington Heights, IL 60005.

This is your NOTICE that payment in full of the amount stated above is demanded of you and that, unless your payment of the FULL AMOUNT is made on or before the expiration of thirty-four (34) days after the date of mailing of this Notice, YOUR RIGHT TO POSSESSION OF THE PREMISES WILL BE TERMINATED. Your payment of the full amount stated must be made payable to "The Sanctuary of Arlington Heights Condominium Association" and sent to the law firm of Fosco, VanderVennet & Fullett, P.C., 1156 Shure Drive, Suite 140, Arlington Heights, IL 60004. Only FULL PAYMENT of all amounts demanded in this Notice will invalidate the demand, unless the person claiming possession or his or her agent or attorney agrees in writing to withdraw the demand in exchange for receiving partial payment.

UNLESS YOU NOTIFY OUR OFFICE WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT THE VALIDITY OF THIS DEBT, OR ANY PORTION OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO, UPON YOUR WRITTEN REQUEST WITHIN 30 DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF IT IS DIFFERENT THAN WHAT IS SHOWN ABOVE.

Should you have any questions or wish to discuss this matter further, please contact our office at (847) 222-9600.

The above-stated amount will increase with the levy of future assessments, late fees, costs, attorney's fees of collection, fines and any other expenses lawfully agreed upon, all of which must be satisfied in addition to the foregoing.

Board of Directors of The Sanctuary of Arlington Heights Condominium Association

By:

One of Its Attorneys

CERTIFICATE OF MAILING

The undersigned, being first duly sworn on oath deposes and says that the office mailed a copy of the foregoing Notice and Demand for Possession by enclosing the same in an envelope addressed to the above at the address above, and deposited same in the U.S. Mail at Arlington Heights, Illinois, certified mail, return receipt requested, and a copy by regular mail, before 7:00 p.m. on the date above, with proper postage.

Sturi a. Fulla

Jeffrey D. Styer
Notary Public, State of Illinois
My Commission Exp. 04/21/2010

Subscribed and sworn to before me this <u>M.H.</u> day of September 2007.

No Kary/Public

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

cc: Regular Mail

Fosco, VanderVennet & Fullett, P.C. 1156 Shure Drive, Suite 140 Arlington Heights, IL 60004 847/222-9600 File No. 007-1893 THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY AND ALL INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE AND DEMAND FOR POSSESSION

DATE:

August 17, 2007

TO:

Evaristo Calzada Alicia Calzada

and All Unknown Occupants

2046 Farnham Court Schaumburg, IL 60194

SUBJECT:

Sheffield Towne Association

THIS IS YOUR NOTICE pursuant to Sec. 9-102, et seq. of the Illinois Code of Civil Procedure that as of August 15, 2007, the records of the Association indicate that you are in default of your ongoing obligation due to Sheffield Towne Association in the sum of \$1,553.50 for your proportionate share of the expenses of administration, maintenance and repair of the common elements/areas and other expenses lawfully agreed upon due and owing at least in part since February 2006, as well as the sum of \$210.62 in legal fees and costs in attempting to collect this account, for a total sum of \$1,764.12. UPON EXPIRATION OF THIS NOTICE, THE ASSOCIATION HEREBY DEMANDS POSSESSION OF THE FOLLOWING DESCRIBED PREMISES situated in the City/Village of Schaumburg, County of Cook, State of Illinois and commonly known as: 2046 Farnham Count, Schaumburg, IL 60194.

This is your NOTICE that payment in full of the amount stated above is demanded of you and that, unless your payment of the FULL AMOUNT is made on or before the expiration of thirty-four (34) days after the date of mailing of this Notice, YOUR RIGHT TO POSSESSION OF THE PREMISES WILL BE TERMINATED. Your payment of the full amount stated must be made payable to "Sheffield Towne Association" and sent to the law firm of Fosco, VanderVennet & Fullett, P.C., 1156 Shure Drive, Suite 140, Arlington Heights, IL 60004. Only FULL PAYMENT of all amounts demanded in this Notice will invalidate the demand, unless the person claiming possession or his or her agent or attorney agrees in writing to withdraw the demand in exchange for receiving partial payment.

UNLESS YOU NOTIFY OUR OFFICE WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT THE VALIDITY OF THIS DEBT, OR ANY PORTION OF IT, IS DISPUTED, WE WILL ASSUME THAT THE DEBT IS VALID. IF YOU DO NOTIFY US OF A DISPUTE, WE WILL OBTAIN VERIFICATION OF THE DEBT AND MAIL IT TO YOU. ALSO, UPON YOUR WRITTEN REQUEST WITHIN 30 DAYS, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF IT IS DIFFERENT THAN WHAT IS SHOWN ABOVE.

Should you have any questions or wish to discuss this matter further, please contact our office at (847) 222-9600.

The above-stated amount will increase with the levy of future assessments, late fees, costs, attorney's fees of collection, fines and any other expenses lawfully agreed upon, all of which must be satisfied in addition to the foregoing.

> Board of Directors of Sheffield Towne Association

By:

OFFICIAL SEAL Jeffrey D. Styer ly Commission Exp. 04/21/2010

CERTIFICATE OF MAILING

The undersigned, being first duly sworn on oath deposes and says that the office mailed a copy of the foregoing Notice and Demand for Possession by enclosing the same in an envelope addressed to the above at the address above, and deposited same in the U.S. Mail at Arlington Heights, Illinois, certified mail, return receipt requested, and a copy by regular mail, before 7:00 p.m. on the date above, with proper postage.

Subscribed and sworn to before me this Aday of August 2007.

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

cu: Regular Mail

Fosco, VanderVennet & Fullett, P.C. 1156 Share Drive, Suite 140 Arlington Heights, IL 60004 847/222-9600 File No. 007-1686

Rules and Regulations

of

The Sanctuary of Arlington Heights

Condominium Association

The Sanctuary of Arlington Heights

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DEFINITIONS

WHAT ARE CONDOMINIUMS?

Condominiums represent a legal relationship between Owners of real estate. Individual homeowners have the sole right to the use and possession of their particular unit. The areas outside of the individual units are owned jointly by all the Owners.

WHAT ARE COMMON ELEMENTS?

Common elements are those portions of the property that serve more than one home. Hallways, garage, parking lots, plumbing and wiring serving more than one unit, roofs and streets are some of the common elements. Responsibility for the upkeep of the common elements is the Association's. The use of the common elements is governed by the Declaration and Rules and Regulations of the Association.

WHAT ARE LIMITED COMMON ELEMENTS?

A limited common element is a component that a homeowner has an exclusive right to use, but does not own. A balcony is the best example of a limited common element. The Board of an Association can choose to assume the responsibility for a limited common element, but under normal circumstances upkeep of a limited common element falls upon the Unit Owner.

AS AN OWNER, WHAT AM I RESPONSIBLE FOR?

Everything from the drywall in is owned by and the responsibility of the homeowner. Any element, such as a wire or pipe that serves only one unit is also considered the responsibility of the Owner whose home it services. Any wiring and plumbing that serves more than one unit is considered to be a common element and is the responsibility of the Association, unless otherwise indicated in your declaration.

All homeowners share responsibility for maintenance of the common areas. The share of each Owner is determined by the percentage of ownership they hold in the property. Assessment amounts are based upon that percentage.

WHAT DOES MY ASSESSMENT PAYMENT COVER?

Some of the items covered by your monthly assessment payment are: maintenance of the common areas, upkeep of the property, operating expenses, landscaping, snow removal, trash removal, taxes and insurance. It is advisable to review the current budget for a clear idea of the expenses incurred by your Association.

DECLARATION

The Declaration is a legal document that deals with the property and outlines the rights of the Association Members. In your Declaration you will find the legal description of the property, the percentage of ownership in the common elements allotted to each unit and provisions for paying expenses of the Association. Use and occupancy issues such as those governing pets and signs may be included.

BY-LAWS

The By-Laws outline how the Association will function. Voting requirements and rights, election of the Board and its officers, duties of the Board and Association meetings are addressed in this document. It is a basic procedure manual for the Association.

RULES AND REGULATIONS

The Rules and Regulations are enforceable standards set by the Board of Directors that govern use and occupancy by the homeowners. Ideally, the Rules will facilitate peaceful co-existence in the community. Rules and Regulations address such issues as pets, parking, trash removal and noise, among other things.

ARCHITECTURAL CONTROL GUIDELINES

In keeping with the intent and language of the Declaration, the Architectural Guidelines shall be based upon the following statements:

Only the Board of Directors has the responsibility and right to maintain, landscape, place objects upon, attach objects to or alter the Common Elements, except as authorized by the Board through the Architectural Guidelines or otherwise. These activities shall be done in accordance with the Declaration.

The Homeowner is responsible for the ordinary repair, maintenance and appearance of his/her balcony, which is a part of the Limited Common Elements. An Owner shall not paint or otherwise decorate or adorn, attach objects to or change the appearance of his/her balcony, except as authorized by the Board through the Architectural Guidelines or otherwise.

ASSESSMENT FEES

In order to meet monthly operating expenses (gas, water, trash collection, electricity, etc.) and in accordance with the By-Laws, it is imperative that assessment fees be paid on or before the first (1st) of each and every month when due. The method and manner of payment will be specified by the Board.

A \$15.00 late fee will be charged in the event payment of assessments due is not received from the Unit Owner by the management company by the thirtieth (30th) of the month.

BALCONIES

Balconies are limited common areas for your use and enjoyment and are to be kept neat and clean, and are to be uniform in appearance.

The following items ONLY are permitted on balconies:

- Lawn or outdoor furniture
- Window boxes and flower pots (free standing not attached to railing)
- Electronic grills (NO gas or charcol grills are permitted)

Decorations are permitted only during legal holidays and as further provided in these Rules and Regulations.

No floor covering is permitted to be laid upon balconies.

COMMON ELEMENTS

The term "Common Elements" is clearly defined in the Declaration and includes all areas other than the units. For purposes of clarity, it should be understood that the following areas are considered to be part of the common elements.

Elevators, halls, stairways, fire hoses, building equipment, and alcoves in stairways.

Basements, storage locker areas, garbage rooms, elevator room, boiler room, meter room and pump room.

Building roofs.

Streets, parking lots, driveways and firelanes.

Lawn and landscaped areas.

Exterior elevations of the buildings.

Electrical wiring, water and sewer pipes, fire alarm pull boxes, smoke detectors, fire doors, sprinklers, common area timers and controls.

Balconies (limited common element).

Each Unit Owner is responsible for any damage to common areas caused by themselves, their residents, or their guests as a result of negligence, carelessness, or misuse. Repairs to common property shall be professionally made. Repairs are to be approved in writing by the Association. All costs for repair or replacement, along with enforcement costs if appropriate, will

6.08 CAPITAL RESERVE: The Condominium Association shall segregate and maintain a special reserve accounts to be used solely for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Condominium Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Condominium Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Condominium Association as agent and trustee for the Owners of Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Condominium Association by the Owners.

6.09 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Condominium Association in an amount equal to two (2) monthly installments of the then current year's Annual Assessment for that Unit, which amounts shall be held and used by the Condominium Association for its working capital needs (and not as an advance payment of the Annual Assessment). In addition, the purchasing Owner shall pay to the Condominium Association the sum of One Hundred Dollars (\$100.00), which shall be added to the Capital

- 6.10 NON-PAYMENT OF ASSESSMENTS: Any assessments or other charges or payments which an Owner is required to make or is liable for hercunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest at eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Unit.
- 6.11 CONDOMINIUM ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES: The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i)